

By: Courtney Terry

2019-340
NO. _____

JEWEL COZART,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	RUSK COUNTY, TEXAS
	§	
SOUTHERN LIFE & HEALTH	§	
INSURANCE COMPANY,	§	
	§	
Defendant.	§	4th JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, JEWEL COZART, and files this, her Original Petition, and in support thereof would respectfully show unto the Court the following:

I.

DISCOVERY PLAN

Pursuant to Rule 190.1, TEX. R. CIV. P., Plaintiff requests that discovery in this case be conducted under Discovery Control Level Two.

II.

REQUEST FOR DISCLOSURE

Plaintiff hereby requests that Defendant produce the information and materials outlined in Rule 194.2, TEX. R. CIV. P., within fifty (50) days of service of this Original Petition. Further, Plaintiff gives notice of his intent to use all documents produced in discovery by any party hereto. Such documents shall be self-authenticated pursuant to Rule 193.7, TEX. R. CIV. P.

III.

PARTIES

JEWEL COZART is an individual residing in Rusk County, Texas. The last three digits of her Texas Driver's License Number are 393. The last three digits of her Social Security Number are 882. She is the mother of Nathaniel Cozart.

SOUTHERN LIFE & HEALTH INSURANCE COMPANY ("SOUTHERN") is a foreign life insurance company with its principal place of business located Birmingham, Alabama. It may be served through its registered agent, Prentice-Hall C System, at 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

IV.

FACTUAL BACKGROUND

It was on or about May 6, 2019 in Shreveport, Louisiana when authorities discovered the body of Nathaniel Cozart in the waters of the Red River. Examining physicians found no signs of external injuries and could not ascertain the definitive cause of his death. Instead, the pathologist reported that the "presumed cause of death is fresh water drowning." At the time of Nathaniel Cozart's death, **JEWEL COZART** was the owner and beneficiary of a policy of life insurance (the "Policy") under which **SOUTHERN** obligated itself to pay \$5,000.00 in the event of Nathaniel Cozart's death. The Policy also included an accidental death rider by which the company promised to pay an additional \$5,000.00 benefit in the event Nathaniel Cozart died by accidental means. Despite presentation and demand, **SOUTHERN** has failed and refused to pay the benefits owed under the Policy.

V.

CAUSES OF ACTION

A.

BREACH OF CONTRACT

JEWEL COZART would show the Court that she has met all requirements for payment under the Policy and that **SOUTHERN**'s refusal to pay the benefits owed is an unexcused, material breach of the insuring agreement.

B.

TEXAS INSURANCE CODE

JEWEL COZART would further show the Court that **SOUTHERN** has violated the Texas Insurance Code in the following manners —

- (a) Not attempting in good faith to bring about a prompt, fair and equitable settlement of this claim after its liability became reasonably clear;
- (b) Refusing to pay the claim without conducting a reasonable investigation with respect to the claim and
- (c) Failing timely to acknowledge receipt of the claim, commence its investigation, request additional information and
- (d) Failing timely to accept/reject and pay the claim.

TEX. INS. CODE. §§ 541.060(a)(1), (3), (7); 542.055(a), 542.056(a)-(c), 542.057(a) (West 2019).

VI.

DAMAGES

Because of the conduct of *SOUTHERN* described herein, *JEWEL COZART* has been wrongfully deprived of the benefits to which she is justly entitled under the policy. In addition, she has incurred reasonable and necessary attorney's fees and costs of court in pursuit of her rights under the law and the policy. *JEWEL COZART* has further sustained mental anguish and emotional distress as a result of *SOUTHERN*'s knowing violation of the Texas Insurance Code. Pursuant to Rule 47, TEX. R. CIV. P., *JEWEL COZART* pleads that she seeks monetary relief of less than \$74,999.99 including actual, treble and exemplary damages, statutory penalties, costs, expenses, pre-judgment interest and reasonable attorney's fees.

WHEREFORE, PREMISES CONSIDERED, *JEWEL COZART* respectfully prays that ***SOUTHERN LIFE & HEALTH INSURANCE COMPANY*** be cited to answer and appear, and that, upon final adjudication of this case, it be ordered to pay all damages for which Plaintiff prays along with such other legal or equitable remedies to which she may be justly entitled including pre-judgment and post-judgment interest and all costs of Court.

Respectfully submitted,

THE LAW OFFICE OF JAMES HOLMES, P.C.

By: /s/ *James Holmes*

James A. Holmes

State Bar No. 00784290

212 SOUTH MARSHALL
HENDERSON, TEXAS 75654
(903) 657-2800
(903) 657-2855 (fax)
jh@JamesHolmesLaw.com

ATTORNEY FOR PLAINTIFF

